



# COUNTY OF LOS ANGELES

## DEPARTMENT OF PUBLIC WORKS

*"To Enrich Lives Through Effective and Caring Service"*

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ALHAMBRA, CALIFORNIA 91803-1331  
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GAIL FARBER, Director

ADDRESS ALL CORRESPONDENCE TO:  
P.O. BOX 1460  
ALHAMBRA, CALIFORNIA 91802-1460

October 15, 2013

The Honorable Board of Supervisors  
County of Los Angeles  
383 Kenneth Hahn Hall of Administration  
500 West Temple Street  
Los Angeles, California 90012

Dear Supervisors:

# ADOPTED

BOARD OF SUPERVISORS  
COUNTY OF LOS ANGELES

17 October 15, 2013

*Sachi A. Hamai*  
SACHI A. HAMAI  
EXECUTIVE OFFICER

**AMENDMENT 2 TO CONTRACT NO. 76866 FOR  
AVOCADO HEIGHTS, BASSETT, EAST VALINDA, AND WEST VALINDA SHUTTLE SERVICES  
IN THE UNINCORPORATED COMMUNITIES OF  
AVOCADO HEIGHTS, BASSETT, EAST VALINDA, AND WEST VALINDA  
(SUPERVISORIAL DISTRICT 1)  
(3 VOTES)**

### SUBJECT

This action is to amend the contract with Southland Transit, Inc., for Avocado Heights, Bassett, East Valinda, and West Valinda Shuttle Services to extend the contract on a month-to-month basis for up to six months until a replacement contract is awarded.

### **IT IS RECOMMENDED THAT THE BOARD:**

1. Find that the work continues to be statutorily exempt from the provisions of the California Environmental Quality Act.
2. Find that the services continue to be more economically performed by an independent contractor than by County of Los Angeles employees.
3. Approve Amendment 2 to Contract No. 76866 with Southland Transit Inc., for Avocado Heights, Bassett, East Valinda, and West Valinda Shuttle Services to extend the contract on a month-to-month basis for up to six months starting January 21, 2014, at a monthly amount of \$31,618 and at an aggregate amount of up to \$189,708 for the six-month period while the Department of Public Works completes the solicitation process for a replacement contract.
4. Authorize the Director of Public Works or her designee to increase the annual contract amount up

to an additional 10 percent of the contract sum for unforeseen, additional work within the scope of the contract, if required.

5. Authorize the Director of Public Works or her designee to execute the amendment upon proper execution by the contractor and approval as to form by County Counsel; to approve and execute amendments to incorporate necessary changes within the scope of work; and to suspend work if, in the opinion of the Director of Public Works or her designee, it is in the best interest of the County of Los Angeles to do so.

### **PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION**

The purpose of the recommended action is to extend this contract on a month-to-month basis for up to six months starting on January 21, 2014, while the Department of Public Works completes the solicitation process for a replacement contract. The extension of the contract is necessary to ensure continuation of the Avocado Heights, Bassett, East Valinda, and West Valinda Shuttle Services in the unincorporated communities of Avocado Heights, Bassett, East Valinda, and West Valinda.

### **Implementation of Strategic Plan Goals**

The Countywide Strategic Plan directs the provisions of Operational Effectiveness (Goal 1), Fiscal Sustainability (Goal 2), and Integrated Services Delivery (Goal 3). The contractor who has the specialized expertise to provide these services accurately, efficiently, timely, and in a responsive and cost-effective manner will support Public Works in meeting these goals.

### **FISCAL IMPACT/FINANCING**

There will be no impact to the County General Fund.

The requested amount is \$189,708 for the six-month period plus an additional 10 percent of the contract sum for unforeseen, additional work within the scope of the contract, if required. This amount extends the current contract's monthly amount of \$31,618 for the additional six-month extension.

Funding for these services, including 10 percent additional funding for contingencies is available in the First Supervisorial District's Proposition A Local Return Transit Program included in the Fiscal Year 2013-14 Transit Enterprise Budget.

### **FACTS AND PROVISIONS/LEGAL REQUIREMENTS**

On December 16, 2008, Agenda Item 25, the Board approved Contract No. 76866 with Southland Transit, Inc., located in El Monte, California, for the operation and management of the Avocado Heights, Bassett, and West Valinda Shuttle Services, authorizing annual contract expenditures of \$189,413. The contract was for an initial two-year period with three 1-year renewal options for a maximum contract term of five years commencing on January 21, 2009.

On March 3, 2009, Agenda Item 39, the Board approved Amendment 1 to this contract to add operation and management of transit services for the East Valinda Shuttle Service in the unincorporated community of East Valinda to provide residents access to the community-wide transit services and will provide the missing transit connections to Metro and Foothill Transit. The amendment increased the contract amount for the initial two-year period by \$350,000, from \$378,826

to \$728,826, which includes \$160,000 prorated for the first contract year and \$190,000 for the second contract year, and an additional \$190,000 for each of the subsequent option years to increase the annual amount from \$189,413 to \$379,413.

This amendment will extend the contract on a month-to-month basis for up to 6 months for a maximum contract term of 66 months and supplement the contract sum by \$189,708 in order for Public Works to complete a resolicitation. The contract is currently in its third and final optional year. All terms, conditions requirements, prices, and specification of the contract will remain unchanged.

Amendment 2, which is substantially reflected in the enclosed form (Enclosure), will continue the contract's current terms, specifications, and conditions. The Director of Public Works or her designee will execute the amendment in accordance with the Board's authorization and only upon proper execution by the contractor and approval as to form by County Counsel.

The contractor will continue to pay its full-time employees the current Living Wage Rate approved by the Board on February 6, 2007, and confirms that it will comply with the County's Living Wage reporting requirements. The County's Proposition A and Living Wage Ordinance (LWO) provisions apply to the contract, as County employees can perform these contracted services. The contract complies with all of the requirements of the Los Angeles County Code, Section 2.201. The contractor will continue to pay its full-time employees the required minimum rates of \$11.84 per hour without health benefits, or \$9.64 per hour with health benefits of \$2.20 per hour, as specified in the LWO adopted by the Board on March 15, 2007, and confirmed that it continues to comply with the County's Living Wage reporting requirements.

Using methodology approved by the Auditor-Controller, the Proposition A cost analysis indicates that the recommended contracted services can be performed more economically by the private sector.

This Proposition A contract does not allow cost-of-living adjustments for the three option years. This contract does contain a provision for fuel cost adjustments on an annual basis. However, no further fuel cost adjustment will be made for the extended term of the contract.

### **ENVIRONMENTAL DOCUMENTATION**

These services are statutorily exempt from the provisions of the California Environmental Quality Act (CEQA), pursuant to Section 21080 (b) (10) of the Public Resources Code. This exemption provides for the implementation of passenger or commuter transit services.

### **IMPACT ON CURRENT SERVICES (OR PROJECTS)**

Approval of the amendment will continue the current contracted services.

**CONCLUSION**

Please return one adopted copy of this letter to the Department of Public Works, Administrative Services Division.

Respectfully submitted,

A handwritten signature in cursive script that reads "Gail Farber".

GAIL FARBER

Director

GF:GZ:cg

Enclosures

c: Chief Executive Office (Rita Robinson)  
County Counsel  
Executive Office  
Internal Services Department, Contracts Division  
(w/o enc.)

AMENDMENT 2 TO CONTRACT NO. 76866

AVOCADO HEIGHTS, BASSETT, EAST VALINDA,  
AND WEST VALINDA SHUTTLE SERVICES

THIS AMENDMENT, made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2013, by and between the COUNTY OF LOS ANGELES, a subdivision of the State of California, a body corporate and politic (hereinafter referred to as COUNTY) and SOUTHLAND TRANSIT, INC., a California corporation (hereinafter referred to as CONTRACTOR).

WITNESSETH

WHEREAS, Contract No. 76866 was entered into between the COUNTY and the CONTRACTOR on December 16, 2008, for the Avocado Heights, Bassett, and West Valinda Shuttle Service for a period of two years with three 1-year renewal options commencing on January 21, 2009; and

WHEREAS, on March 3, 2009, the COUNTY entered into Amendment 1 with CONTRACTOR, amending this Contract to add operation and management of transit services for the East Valinda Shuttle Service, and

WHEREAS, the COUNTY desires to extend the Contract on a month-to-month basis for up to six additional months at an amount not to exceed \$189,708 while the solicitation process for a new contract for these services is completed; and

WHEREAS, the CONTRACTOR is willing to provide the service under the Contract's existing terms and conditions during the period as extended under this AMENDMENT.

NOW, THEREFORE, in consideration of these facts and payment to be made by the COUNTY, the COUNTY and the CONTRACTOR agree that Contract No. 76866 between them shall be amended as follows:

FIRST: The CONTRACTOR shall provide continuous performance of this Contract commencing on January 21, 2014, on a month-to-month basis up to the maximum period of six months, unless the COUNTY provides written notice of nonrenewal at least ten days before the last day of any month, in which case this Contract shall expire as of midnight on the last day of the month.

SECOND: This Contract's amount for the maximum six-month period for these services remains at the same hourly rate as provided in form PW-2, Schedule of Prices, of this Contract with an aggregate total of \$189,708 for the six-month period or the monthly amount of \$31,618 or such greater sum as the Board may approve.

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FOURTH: Except as modified by this AMENDMENT, all other terms, conditions, requirements, and specifications of this Contract shall remain in full force and effect.

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IN WITNESS WHEREOF, the COUNTY has, by order of its Board of Supervisors, caused these presents to be subscribed by the Director of Public Works, and the CONTRACTOR has subscribed its name by and through its duly authorized officers, as of the day, month, and year first written above.

COUNTY OF LOS ANGELES

By \_\_\_\_\_  
Director of Public Works

APPROVED AS TO FORM:

JOHN F. KRATTLI  
County Counsel

By \_\_\_\_\_  
Deputy

SOUTHLAND TRANSIT, INC.

By \_\_\_\_\_  
Its President

\_\_\_\_\_  
Type or Print Name

By \_\_\_\_\_  
Its Secretary

\_\_\_\_\_  
Type or Print Name